

EXHIBIT 6-A

SAMPLE VOLUNTARY AGREEMENT

(for use by local government)

I/We, the undersigned, (name of seller), owner(s) of the following property: (describe by general location and address, as well as legal description, for example: 345 Chinook Avenue, Lots 8-9, Block C of the Palmer Addition) do hereby voluntarily offer the said property for sale to the (name of grantee) to be used for (description of HOME activity), in consideration for the amount of (\$_____). This offer is in response to the (name of grantee's) proposal of purchase dated (date of Public Invitation for Acquisition of Real Property).

The (grantee) has explained my/our rights and benefits as property owner(s) under the Act; has notified me/us that the (grantee) waives its right of condemnation by eminent domain, and therefore will not acquire the property if negotiations fail to result in an amicable agreement; and I/we have received a copy of the Housing and Urban Development (HUD) pamphlet: *When a Public Agency Acquires Your Property*. I/We have read this pamphlet and understand it.

I/We have discussed with a representative of the (County/City or Town) the compensation and other assistance required under the Act. I/We understand the I/we cannot be required to sell the (property description) to the (County/City or Town) for less than the appraised Fair Market Value, and without other assistance to which I/we may be entitled to under the Act.

Date:_____, 20__

Signature of HOME Administrator:

Signature of Seller(s):

Subscribed and sworn to before me this _____ day of _____ 20__.

My commission expires_____.

SAMPLE AGREEMENT FOR DONATION OF REAL PROPERTY

(Name of Donator), as property owner, voluntarily donates _____ in _____, Montana to the HOME project. (Name of Donator) waives, or gives up, all claims for compensation from the eligible home buyers of the HOME project with respect to the donation of the (property) described on Exhibit "A" attached to this agreement. The (property) will be used specifically for the HOME project which includes (description of activity). Affordability restrictions will apply.

(Name of Donator) offered to donate (property) to the HOME project on (Date), 20___. (Name of Donator) understands it cannot be required to donate the (property) to the HOME project.

Date: _____, 20__

Signature of Donator:

Subscribed and sworn to before me this _____ day of _____ 20__.

My commission expires _____.

Legal description:

SAMPLE VOLUNTARY AGREEMENT
(to be used by nonpublic entities)

I/We, the undersigned, (name of seller/s) owner(s) of the following property:

(description by general location and address)

do hereby voluntarily offer the said property for sale to a homebuyer who is being assisted by the Montana HOME Program through the (name of Grantee's program). This offer is in response to (Buyer's name) proposal of purchase dated (date of buy-sell agreement) for the amount of \$_____.

With the signing of this agreement by the buyer and seller, I/We (seller) acknowledge that:

- Buyer does not have the right of condemnation by eminent domain, and therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
- An estimate of the Fair Market Value of the property has been established by (enter type of estimate, e.g., appraisal), and the fair market value has been provided to both parties.

I/We understand that I/We cannot be required to sell the (property description) to (name of purchaser) for less than the appraised Fair Market Value.

Signature of Buyer(s):

Signature of Seller(s):

**SAMPLE FORM FOR
ESTABLISHMENT OF FAIR MARKET VALUE
WITHOUT AN APPRAISAL**

**This form needs to be completed by a licensed Real Estate Sales Person or Broker representing either the buyer or seller and provided to the seller before he/she enters into a contract for sale. In those cases where an option or contract already exists, the seller must be provided the opportunity to withdraw from the agreement after this information is provided.*

Based on my experience as a licensed Real Estate Sales Person or Broker and my knowledge of the real estate market in _____, it is my opinion that the fair market value of the property located at: _____ is approximately \$ _____.

Signature

Date